

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM374208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Okoban SA		02/22/2016	COMPANY: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Macquarie US Trading LLC		
Street Address:	125 West 55 Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3782468		
Registration Number:	4220338	LOST AND FOUND FOR LIFE	
Registration Number:	3703439	OKOBAN	
Registration Number:	3700309	OKOBAN	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-506-5150		
Email:	achen@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 2:	IP Prosecution Department		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	32198-4		
NAME OF SUBMITTER:	Bradford S. Breen		
SIGNATURE:	/Bradford Breen/		
DATE SIGNED:	02/23/2016		
Total Attachments: 11			

CH \$115.00 3782468

source=Okoban Trademark Security Agreement (Executed)#page1.tif
source=Okoban Trademark Security Agreement (Executed)#page2.tif
source=Okoban Trademark Security Agreement (Executed)#page3.tif
source=Okoban Trademark Security Agreement (Executed)#page4.tif
source=Okoban Trademark Security Agreement (Executed)#page5.tif
source=Okoban Trademark Security Agreement (Executed)#page6.tif
source=Okoban Trademark Security Agreement (Executed)#page7.tif
source=Okoban Trademark Security Agreement (Executed)#page8.tif
source=Okoban Trademark Security Agreement (Executed)#page9.tif
source=Okoban Trademark Security Agreement (Executed)#page10.tif
source=Okoban Trademark Security Agreement (Executed)#page11.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 22, 2016 (as amended, restated, supplemented or otherwise modified, this “*Agreement*”), is made by OKOBAN SA, a company organized under the laws of Switzerland (the “*Grantor*”) in favor of MACQUARIE US TRADING LLC, as collateral agent for the benefit of the Secured Parties (in such capacity together with its successors and permitted assigns, the “*Collateral Agent*”).

WHEREAS the Grantor is a party to an IP Pledge Agreement, dated as of February 22, 2016 (as amended, restated, supplemented or otherwise modified, the “*IP Pledge Agreement*”) among the Grantor, the Collateral Agent and the current and future Secured Parties (as defined therein), pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the IP Pledge Agreement and the Credit Agreement (as defined in the IP Pledge Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Secured Obligations, hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including, without limitation, registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”), in any similar offices in any State of the United States or any political subdivision thereof or in any similar offices in any jurisdiction outside the United States, including, without limitation, the registrations and registrations applications listed in Schedule A hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor and all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of itself and the Secured Parties pursuant to the IP Pledge Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the IP Pledge Agreement, the terms and provisions of which (as such terms and provisions may be amended or otherwise modified in accordance with the terms of the IP Pledge Agreement and the Credit Agreement) are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement (other than Section 7) is deemed to conflict with the IP Pledge Agreement, the provisions of the IP Pledge Agreement shall control.

SECTION 4. SWISS UP-STREAM AND CROSS-STREAM LIMITATION AND WITHHOLDING TAX

- (i) If and to the extent that (a) the Grantor is liable under this Agreement for obligations other than an obligation of one of its direct or indirect subsidiaries (*i.e.* obligations of the Grantor’s direct or indirect parent companies (up-stream liabilities) or sister companies (cross-stream liabilities)) (“***Restricted Obligations***”) and (b) a payment in fulfilling such obligations would, under Swiss law and practice, constitute a repayment of capital (*remboursement du capital*), a violation of the legally protected reserves (*réserves légales bloquées*) or the payment of a (constructive) dividend (*distribution de bénéfices*) by the Grantor or would otherwise be restricted under Swiss corporate law, then such Restricted Obligations (and the amount of any payment in relation thereto) shall from time to time be limited to the amount permitted to be paid under Swiss law and practice, provided that such limited amount shall at no time be less than the profits and reserves of the Grantor available for distribution as dividends (being – according to Swiss law and practice as of the date of this Agreement – the balance sheet profits and any

reserves available for this purpose, in each case in accordance with art. 675(2), art. 671(1) and (2), no. 3 and (4) and art. 798 of the Swiss Federal Code of Obligations) at the time or times payment under or pursuant to this Agreement or otherwise under a Loan Document is requested from the Grantor; provided, further, that such limitation (as it may apply from time to time or not) shall not (generally or definitively) free the Grantor from any payment obligations hereunder in excess thereof, but merely postpone the payment date therefore until such times as payment is again permitted notwithstanding such limitation. Any and all indemnities and guarantees of the Grantor contained in any Loan Documents shall be construed in a manner consistent with the provisions herein contained.

(ii) In case the Grantor who must make a payment in respect of Restricted Obligations under this Agreement is obliged to withhold Swiss Withholding Tax in respect of such payment, the Grantor shall:

a. procure that such payments can be made without deduction of Swiss Withholding Tax, or with deduction of Swiss Withholding Tax at a reduced rate, by discharging the liability to such tax by notification pursuant to applicable law (including double tax treaties) rather than payment of the tax;

b. if the notification procedure pursuant to clause (a) above does not apply, deduct Swiss Withholding Tax at the rate of 35% (or such other rate as in force from time to time), or if the notification procedure pursuant to clause (a) above applies for a part of the Swiss Withholding Tax only, deduct Swiss Withholding Tax at the reduced rate resulting after the discharge of part of such tax by notification under applicable law, from any payment made by it in respect of Restricted Obligations and promptly pay any such taxes to the Swiss Federal Tax Administration;

c. notify the Collateral Agent that such notification, or as the case may be, deduction has been made and provide the Collateral Agent with evidence that such a notification of the Swiss Federal Tax Administration has been made or, as the case may be, such taxes deducted have been paid to the Swiss Federal Tax Administration;

d. in the case of a deduction of Swiss Withholding Tax, use its best efforts to ensure that any Person other than the Collateral Agent, which is entitled to a full or partial refund of the Swiss Withholding Tax deducted from such payment in respect of Restricted Obligations, will, as soon as possible after such deduction:

i. request a refund of the Swiss Withholding Tax under applicable law (including tax treaties) and pay to the Collateral Agent upon receipt any amounts so refunded; or

ii. if the Collateral Agent or a Secured Party is entitled to a full or partial refund of the Swiss Withholding Tax deducted from such payment and if requested by the Collateral Agent, provide the Collateral Agent or

Secured Party those documents that are required by law and applicable tax treaties to be provided by the payer of such tax in order to enable the Collateral Agent or Secured Party to prepare a claim for refund of Swiss Withholding Tax; and

e. to the extent such a deduction is made, not be obliged to either gross-up or indemnify, or otherwise pay for such deductions in relation to any such payment made by it in respect of any Restricted Obligations unless such payment is permitted under the laws of Switzerland then in force. This clause (e) is without prejudice to the gross-up or indemnification obligations of any Loan Party or Okoban Party other than the Grantor.

(iii) If and to the extent requested by the Collateral Agent or required under Swiss law (restricting profit distributions), in order to allow the Collateral Agent (and the Secured Parties) to obtain a maximum benefit under the Loan Documents and, in particular, this Section 4, the Grantor shall promptly implement the following:

- a. the preparation of an up-to-date audited balance sheet of the Grantor;
- b. have the auditors of the Grantor confirm what amount represents (the maximum of) freely distributable profits;
- c. promptly convene a meeting of the shareholders of the Grantor which will approve the (resulting) profit distribution;
- d. if the enforcement of any Restricted Obligations would be limited as a result of any matter referred to in this Section 4, the Grantor shall, to the extent permitted by applicable law, write up or realise any of its assets shown in its balance sheet with a book value that is significantly lower than the market value of the assets, in case of realisation, however, only if such assets are not necessary for the Grantor's business (*non nécessaires à l'exploitation*); and
- e. all such other measures reasonably necessary to promptly procure the fulfilment of all prerequisites necessary to allow the Grantor and its relevant parent company to promptly make the payments and perform the obligations agreed hereunder from time to time (with minimum limitations).

SECTION 5. RECORDATION

The Grantor hereby authorizes and requests that the USPTO, and any other trademark offices outside the United States, record this Agreement.

SECTION 6. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent indemnity obligations not yet due). Upon the termination of this Agreement, the Collateral Agent shall, at the sole expense of the Grantor, execute all documents and take all

other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 7. GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

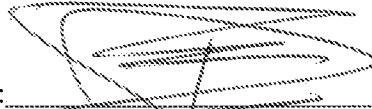
SECTION 8. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OKOBAN SA, as Grantor

A handwritten signature in dark ink, appearing to be "Robert Fehlmann", written over a horizontal line.

By: _____

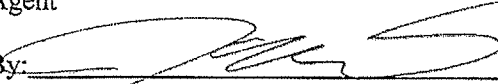
Name: Robert Fehlmann

Title: Director

[Signature Page to Trademark Security Agreement (Okoban) -- Travel Sentry]

Acknowledged and Agreed:

MACQUARIE US TRADING LLC, as Collateral
Agent

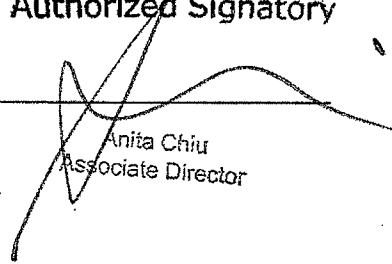
By: 

Name:

Joshua Karlin

Title:

Authorized Signatory

By: 

Name:


Anita Chiu

Title:

Associate Director

SCHEDULE A **to** **TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARKS & SERVICE MARKS

Trademark/ Service Mark	Goods/Services	Type of Trademark Application	Serial Number	Amendment to Affix Use	Publication Date	Registration Certificate	Section 8 Use Affid. (5-6 yrs.) ***** Section 15 Affid. Irreversibility (15 yrs.)	Section 8 Use and Section 9 Renewal (10 yrs.) (6 mos. from expiration)
CUBE LOGO (Blue) 	(38) Information transmission via electronic communications networks (45) Assigning identifying information to affix to baggage and other property to facilitate its recovery following loss; Lost property return	ITU filed 2/24/09	77-677,229	Approved for Publication	5/5/09	Registered Principal Register 4/27/10 #3,782,468	\$8/15 Accepted 9/24/15 DOCKETED	Must file § 8/9 Renewal between 4/27/19-4/27/20 DOCKETED
LOST AND FOUND FOR LIFE	(38) Information transmission via electronic communications networks (45) Assigning identifying information to affix to baggage and other property to facilitate its recovery following loss; Lost property return	USE filed 7/1/21	85-368,738	Approved for Publication	7/24/12	Registered Principal Register 10/9/12 #4,220,338	Must file §8/15 Affidavit between 10/9/17-10/9/18 DOCKETED	Must file §8/9 Renewal between 10/9/21-10/9/22 DOCKETED
OKOBAN	(38) Information transmission via electronic communications networks (45) Assigning identifying information to affix to baggage and other property to facilitate its recovery following loss; Lost property return	ITU filed 1/16/09	77-651,636	Approved for Publication	5/5/09	Registered Principal Register 10/27/09 #3,703,439	\$8/15 Accepted 9/24/15 DOCKETED	Must file § 8/9 Renewal between 10/27/18-10/27/19 DOCKETED

OKOBAN (Stylized)	(38) Information transmission via electronic communications networks	ITU filed 2/24/09	77-677,227	Approved for Publication	5/5/09	Registered Principal Register 10/20/09 #3,700,309	\$8/15 Accepted 9/25/15	Must file \$8/9 Renewal between 10/20/18-10/20/19
OKOBAN	(45) Assigning identifying information to affix to luggage and other property to facilitate its recovery following loss; Lost property return							DOCKETED

FOREIGN TRADEMARKS

Trademark/ Service Mark	Owner	Country	Serial/ Application Number	TM Examiner Review/Approval	Publication Date	Registration Certificate	Declaration of Use/Continued Use Filings	Renewal Filings
OKOBAN	Okoban S.A. * *Form re: Assignment faxed to WIPO 4/30/13	International Application	App. filed 10/7/14 #1697069 U.S. Cert. of Reg. sent to agent 3/3/15	Auto-certified to IB 1/29/09		Registered (Effective Date 1/29/09) #0994458		Must file Renewal by 1/29/19 DOCKETED
OKOBAN	Okoban S.A.	Japan		Statement of Grant of Protection issued 11/5/09 Second fee paid 1/29/10		Registered – JPO grant 2/26/10 (IR#0994458)		Must file IR Renewal by 1/29/19 (Designate Japan) DOCKETED
OKOBAN	Okoban S.A.	Australia	Subsequent Designation filed 3/8/12	Date of Notice to Contracting Party – 4/12/12 Ex Officio Examination completed – no refusal 7/18/12	7/19/12 11/1/12 – Letter from WIPO re: grant of protection in Australia	Registered – AU Extension of Protection 10/29/12		Must file IR Renewal by 1/29/19 (Designate Australia) DOCKETED
OKOBAN	Okoban S.A.	China	Subsequent Designation filed 3/8/12	Date of Notice to Contracting Party – 4/12/12		Registered – CN Extension of Protection 4/22/13		Must file IR Renewal by 1/29/19 (Designate China) DOCKETED

Trademark/ Service Mark	Owner	Country	Serial/ Application Number	TM Examiner Review/Approval	Publication Date	Registration Certificate	Declaration of Use/Continued Use Filings	Renewal Filings
OKOBAN	Okoban S.A.	Korea	Subsequent Designation filed 3/8/12	Date of Notice to Contracting Party – 4/12/12 Provisional refusal issued 10/24/12; Response filed	Approved for Publication Publication Date: 4/10/13	Registered – KR Extension of Protection 8/7/13		Must file IR Renewal by 1/29/19 (Designate Korea) DOCKETED
	Okoban S.A.	Switzerland	Subsequent Designation filed 3/8/12	Date of Notice to Contracting Party – 4/12/12		Registered (Grant of Protection – WIPO Notice 4/24/13)		Must file IR Renewal by 1/29/19 (Designate Switzerland) DOCKETED
	Okoban S.A.	Norway	Subsequent Designation filed 3/8/12	Date of Notice to Contracting Party – 4/12/12 Ex-Officio Examination completed 9/21/12 – no grounds for refusal	Opposition period ends 12/24/12	Registered (Grant of Protection 1/18/13)		Must file IR Renewal by 1/29/19 (Designate Norway) DOCKETED
OKOBAN	Okoban S.A.	European Union	Subsequent Designation filed 3/8/12	Date of Notice to Contracting Party – 4/12/12 EC Search Report issued 4/24/12	Published – Opposition period ends 1/13/13	Registered (Grant 2/14/13) IR#094458		Must file Renewal by 1/29/19 (Designate EC) DOCKETED
CUBE LOGO (Blue)	Okoban S.A.	International Application	Filed 8/24/09 USPTO Ref #A0016989	Auto-certified to IB 8/24/09		Registered (Effective Date 8/24/09) #1016692		Must file Renewal by 8/24/19 DOCKETED
CUBE LOGO (Blue)	Okoban S.A.	Japan		Statement of Grant of Protection issued 5/13/10 Second fee paid 7/21/10		Registered – JPO grant 8/13/10 (IR#1016692)		Must file IR Renewal by 8/24/19 (Designate Japan) DOCKETED
OKOBAN (Cl. 38)	Okoban S.A.	Brazil	Filed 10/25/13 #840690274	Published for opposition (60 days) 5/27/15 email from agent [12-18 months from publication until Examination]	4/15/14			

Schedule A

OHSUSA:764498584

Trademark/ Service Mark	Owner	Country	Serial/ Application Number	TM Examiner Review/Approval	Publication Date	Registration Certificate	Declaration of Use/Continued Use Filings	Renewal Filings
OKOBAN (Cl. 45)	Okoban S.A.	Brazil	Filed 10/25/13 #840690282	Published for opposition (60 days) 5/27/15 email from agent [12-18 months from publication until Examination]				
OKOBAN	Okoban S.A.	Hong Kong	Filed 3/15/12 #302192391	Approved for Publication	10/5/12 (3 mo. opposition period until 1/5/13)	Registered (Grant 3/15/12)		Must file Renewal between 9/14/21 - 3/14/22 DOCKETED
OKOBAN	Okoban S.A.	Taiwan	Filed 4/6/11 #101018473	Approval Decision issued 11/9/12 Must Pay Reg. Fee by 1/9/13 DOCKETED 12/6/12 Letter from agent re: Reg. Fee paid	1/1/13 (Publication date)	Registered 1/1/13 #159327		Must file Renewal between 7/1/22- 12/31/22 DOCKETED